

MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Ave., 22nd Fl.
Los Angeles, CA 90071-3132
213.612.2500
Richard W. Esterkin

Attorneys for Intercall, Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re:	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS INC. <i>et al.</i> ,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
-----X		

OBJECTION OF INTERCALL, INC.
TO DEBTORS' PROPOSED CURE AMOUNT

Intercall, Inc. ("Intercall"), by its undersigned counsel, hereby submits this objection (the "Objection") to the Debtors' proposed cure amount with respect to the assumption and assignment of certain agreements (including all supplements, amendments, addendums, statements and schedules relating thereto) by and between Intercall and the Debtors and/or their affiliates (collectively, the "Intercall Agreement"). In support of the Objection, Intercall respectfully state as follows:

1. On or about September 20, 2008, the Bankruptcy Court for the Southern District of New York entered the Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedures 2002, 6004, and 6006 Authorizing and Approving (A) the Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Leases [Docket No. 258] (the "Sale Order"). The Sale

Order provided, inter alia, for the assumption and assignment of the Closing Date Contracts¹ in connection with the transfer of the Purchased Assets to the Purchaser, and that counterparties to such Closing Date Contracts shall have until October 3, 2008 to file objections to the Cure Amounts of their respective Closing Date Contracts.

2. Intercall objects to the Debtors' proposed Cure Amount of \$120.08 for the Intercall Agreement. According to Intercall's books and records, the amount outstanding under the Intercall Agreement for services rendered through and including August 31, 2008 is \$51,482.14 (the "Intercall Billed Amount"). In addition to the Intercall Billed Amount, Intercall is owed sums for services rendered from and including September 1, 2008 through September 21, 2008 in an amount that cannot be determined at this time (the "Intercall Unbilled Amount" and, together with the Intercall Billed Amount, the "Intercall Cure"). Intercall will amend this objection when it is able to determine the Intercall Unbilled Amount to state that amount, as well as the total amount of the Intercall Cure. Attached hereto as Exhibit 1 is a copy of a spreadsheet setting forth an accounting of the recent billings and payments under the Intercall Contract. Copies of invoices or other accounting records pertaining to the Intercall Contract may be obtained from the undersigned upon request.

3. In addition, to the extent that charges continue to accrue and/or Intercall suffers other pecuniary losses with respect to the Intercall Agreement (including attorneys' fees²), Intercall hereby reserve its right to amend the Intercall Cure to reflect such additional

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order.

² The Debtors are required, pursuant to section 365(b)(1) of the Bankruptcy Code, to cure all outstanding defaults under the Intercall Agreement prior to assumption thereof. In conjunction with this duty, the Debtors must compensate Intercall for any actual pecuniary loss, including the payment of attorneys' fees. See 11 U.S.C. §365(b)(1)(B); see also In re Westview 74th St. Drug Corp., 59 B.R. 747, 752-4 (Bankr. S.D.N.Y. 1986); In re Ribs of Greenwich Vill., Inc., 57 B.R. 319, 321 (Bankr. S.D.N.Y. 1986); LJC Corp. v. Boyle, 768 F.2d 1489, 1494-6 (D.C. Cir. 1985); Andrew v. KMR Corp., 17 B.R. 438, 439 (Bankr. 9th Cir. 1982); In re BAB Enterprises, Inc., 100 B.R. 982 (Bankr. W.D. Tenn. 1989).

amounts or to account for adjustments which may not have yet been billed or have not yet become due under the terms of the Intercall Agreement.

WHEREFORE, Intercall respectfully requests that the Court enter an order (i) requiring the Debtors to pay the Intercall Cure, plus any additional amounts or pecuniary losses that hereafter accrue (including reasonable attorneys' fees); and (ii) granting such other and further relief as the Court deems just and proper.

Dated: Los Angeles, CA
October 1, 2008

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Richard W. Esterkin
Richard W. Esterkin, Esq.

300 South Grand Ave., 22nd Fl.
Los Angeles, CA 90071-3132
Telephone: 213.612.2500
Facsimile: 213.612.2501

Attorneys for Intercall, Inc.

EXHIBIT 1

		<u>8/31/2008 Balance</u>	<u>9/22/2008 Balance</u>
US PIBS			
Lehman Brothers	A230680	186,848.68	55,061.66
Lehman Brothers	A114567	6,737.49	120.08
Lehman Brothers	A282775	971.10	907.06
Lehman Brothers	A643468	0.16	0.16
Lehman Brothers	A603259	(1,434.54)	(5,952.17)
Lehman Brothers IBD	A312138	(82.19)	(82.19)
		193,040.70	50,054.60
APAC PIBS			
Lehman Brothers Japan Inc.	279278	443.73	443.73
Lehman Brothers Securities Private	276143	87,984.76	639.97
Lehman Brothers Singapore	279279	220.69	220.69
		88,649.18	1,304.39
EMEA PIBS			
Lehman Brothers Ltd (Other)	A611869	9.15	9.15
Lehman Brothers Ltd (UK)	A346233	114.00	114.00
		123.15	123.15
GRAND TOTALS		281,813.03	51,482.14

Payments/Credit Memos Posted

9/11 wire for \$64,930.63 and 9/9 wire for \$66,856.39

9/10 wire for \$6,617.41

9/10 wire for \$63.34

9/11 wire for \$2,953.93 and 9/9 wire for \$1,563.70

Credit memo for \$87,344.79 USD posted 9/15/08 (\$4,006,641.78 INR)

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS INC. <i>et al.</i> ,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
-----X		

CERTIFICATE OF SERVICE

On October 1, 2008, I certify that I caused a true and correct copy of the foregoing
Objection of Intercall, Inc. to Debtors' Proposed Cure Amount to be served by Federal Express
overnight mail service, to the parties identified below:

Attorneys for the Debtors
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119
Attn: Lori R. Fife, Esq.
Attn: Shai Y. Waisman, Esq.

Attorneys for the SIPC Trustee
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Attn: Jeffrey S. Margolin, Esq.

Attorneys for the Purchaser
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attn: Lindsee P. Granfield, Esq.
Attn: Lisa M. Schweitzer, Esq.

/s/ Kizzy Rosenblatt
Kizzy Rosenblatt